

RESOLUTION NO. 2020-170

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE ATTACHED INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF COCONUT CREEK FOR PREPARATION, IMPLEMENTATION, AND ADMINISTRATION BY BROWARD COUNTY OF THE CITY OF COCONUT CREEK'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FISCAL YEARS 2017-2018, 2018-2019, AND 2019-2020; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 27, 2007, the City Commission of the City of Coconut Creek approved a motion to accept the City as an entitlement grantee of federal funds from the U.S. Department of Housing and Urban Development (HUD) and the responsibilities associated with that status; and

WHEREAS, the City is designated as an entitlement city pursuant to 24 C.F.R Part 570.4, with a population in excess of 50,000, entitling City to receive CDBG funds directly from HUD and implement its own CDBG programs; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) encourages the establishment of joint local housing assistance programs, and authorizes local governments to enter into interlocal agreements to establish and implement such programs; and

WHEREAS, the City of Coconut Creek and Broward County desire to address the housing needs of their respective residents and to promote the efficient location, design, and provision of affordable housing; and

WHEREAS, the City of Coconut Creek and Broward County believe that the establishment of a joint local housing assistance program is an efficient use of resources; and

WHEREAS, the City is designated as an entitlement city pursuant to 24 C.F.R Part 570.4, entitling the City to receive its own allocation of CDBG Program funds; however, the City desires for the County to receive the City's allocation of CDBG Program funding and administer the CDBG Program funds pursuant to the Interlocal Agreement between the County and the City for the Preparation, Implementation and Administration by the County for the City's CDBG Program for the Fiscal Years 2017-2018, 2018-2019, and 2019-2020; and

WHEREAS, the City Commission finds and determines it to be in the best interest of the residents of the City of Coconut Creek to enter into said agreement with Broward County.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution.

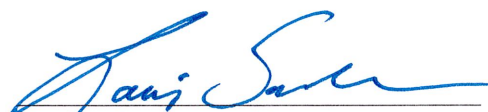
Section 2: That the City Commission has reviewed and hereby approves the attached agreement between Broward County and the City of Coconut Creek for the Preparation, Implementation and Administration by the County for the City's CDBG Program for the Fiscal Years 2017-2018, 2018-2019, and 2019-2020.

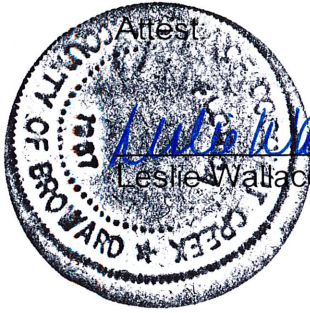
Section 3: That the Mayor and the City Manager, or designee, are hereby authorized to execute said agreement between Broward County and the City of Coconut Creek.

Section 4: That if any clause, section, other part or application of this resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portion or applications of this resolution.

Section 5: That this resolution shall be in full force and effect immediately upon its adoption.

Adopted this 27th day of August, 2020.


Louis Sarbone, Mayor



Leslie Wallace May

Leslie Wallace May, City Clerk

Sarbone Aye
Rydell Aye
Tooley Aye
Belvedere Aye
Welch Aye

**Interlocal Agreement between Broward County and City of Coconut Creek
Providing for Administration of Community Development Block Grant (CDBG)
Program (FY 2017-2018, 2018-2019, and 2019-2020)**

This is an Interlocal Agreement (“Agreement”), made and entered into by and between Broward County, a political subdivision of the State of Florida (“County”) and City of Coconut Creek, a municipal corporation of the State of Florida (“City”) (collectively referred to as the “Parties”).

Recitals

A. The Housing and Community Development Act of 1974, as amended, and applicable federal rules and regulations adopted pursuant thereto, authorize counties to enter into cooperation agreements with certain units of general local governments to undertake or assist in undertaking activities funded by the U.S. Department of Housing and Urban Development (“HUD”), Community Development Block Grant (“CDBG”) Program.

B. Section 163.01, Florida Statutes, the “Florida Interlocal Cooperation Act of 1969,” provides authority for the Parties to enter into this Agreement to exercise the powers, privileges, and authority which they share in common and which each might exercise separately, in order to make the most efficient use of their powers, and to provide services and accept grant and assistance funds for the mutual advantage of each governmental entity.

C. City is designated as an entitlement city pursuant to 24 C.F.R. Part 570.4, with a population in excess of 50,000, entitling City to receive CDBG Funds directly from HUD and implement its own CDBG eligible programs; however, City has elected to enter into this Agreement to provide for County to prepare, implement, and administer City’s CDBG Program in City, as described herein, in accordance with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.2 **CDBG Funds** means the CDBG Program (as defined herein) funds provided to City and administered by County under this Agreement, as set forth in Exhibit B to this Agreement.

- 1.3 **CDBG Program or Program** means the Community Development Block Grant Program awarded by HUD to County, authorized pursuant to Title I of the Housing and Community Development Act of 1974, Public Law 93-383, amended, and codified at 42 U.S.C. 5301 et seq.
- 1.4 **Contract Administrator** means the Director of the Housing Finance and Community Redevelopment Division, or such other person designated by same in writing. The primary responsibilities of the Contract Administrator are to coordinate and communicate with City's Designated Representative, and to manage and supervise execution and completion of the Project and the terms and conditions of this Agreement as set forth herein.
- 1.5 **County Administrator** means the administrative head of County appointed by the Board.
- 1.6 **County Attorney** means the chief legal counsel for County appointed by the Board.
- 1.7 **Designated Representative** means the City Manager or his or her designee.
- 1.8 **Direct service delivery costs** means the allowable direct service delivery costs incurred for implementing and carrying out eligible CDBG activities including, but not limited to, public services, rehabilitation of public facilities and improvements, or housing rehabilitation under 24 C.F.R. Parts 570.201 through 570.204.
- 1.9 **Division** means the Housing Finance and Community Redevelopment Division.
- 1.10 **HUD** means the United States Department of Housing and Urban Development.
- 1.11 **Income Eligible Household** means low-income and very low-income households as defined in 24 C.F.R. Part 570.3, with an annual anticipated gross income that does not exceed eighty percent (80%) and fifty percent (50%) respectively, of median annual income for the area, as determined by HUD, with adjustments for family size for households within the metropolitan statistical area for Broward County, or the non-metropolitan median for the State, whichever is greater.
- 1.12 **Project** means the project administered by County in City, as described in Exhibit A to this Agreement.
- 1.13 **Quarterly Progress Report (QPR)** means the report utilizing Exhibit C, attached hereto, or such other form as determined by County to be consistent with the beneficiary data required by HUD, describing how much progress County has made towards completion of the Project.
- 1.14 **Rules and Regulations of HUD** means the rules and regulations of HUD, including but not limited to 24 C.F.R. Part 570, "Community Development Block

Grant Regulations,” 24 C.F.R. Part 91, “Consolidated Submissions for Community Planning and Development Programs,” the applicable provisions under 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards,” and any Executive Orders issued by the federal government or any final rule changes set forth in the Federal Register impacting the CDBG Program, as amended from time to time, and which are incorporated herein by reference.

ARTICLE 2 - EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

Exhibit A	Project Description
Exhibit B	Budget
Exhibit C	Quarterly Progress Report
Exhibit D	Certification and Authorization for Payment

ARTICLE 3 - PROJECT

- 3.1 Pursuant to 24 C.F.R. Part 570, the Project consists of an eligible activity as it complies with at least one (1) of the following three (3) national objectives under 24 C.F.R. Parts 570.200(a)(2) and 570.208:
 - 3.1.1 Activities benefiting low and moderate income persons.
 - 3.1.2 Activities that aid in the prevention or elimination of slums or blight.
 - 3.1.3 Activities designed to meet community development needs having a particular urgency.
- 3.2 County, through the Division, shall administer and implement City’s CDBG Program in City as outlined in Exhibit A, Project Description, attached hereto. County will implement and administer the Project for City in accordance with all applicable statutes, codes, rules, and regulations of the United States, the Rules and Regulations of HUD, the State of Florida, and County relating to the Project and the Program.
- 3.3 County shall determine eligibility for each project activity under City’s CDBG Program to be performed by County under this Agreement in accordance with Exhibit A.
- 3.4 County shall meet with City at reasonable times and with reasonable notice to discuss the Project.
- 3.5 The Parties shall cooperate in the preparation of any and all reports required under this Agreement. Each party shall furnish to the other, upon request, any information

that the party reasonably requests for preparation of reports required under the Rules and Regulations of HUD, specifically 2 C.F.R. Part 200 and 24 C.F.R. Part 92 including, but not limited to, the Consolidated Plan and the Annual Performance Report.

- 3.6 County shall provide City with Quarterly Progress Reports, which shall indicate the status of all outstanding work by County for the Project, including the planned versus actual progress of the Project. The reports shall be submitted to the Designated Representative no later than the fifteenth (15th) calendar day following the end of the preceding quarter, provided that, if such date is a Saturday, Sunday, or holiday, the Quarterly Progress Report may be submitted on the business day immediately following such Saturday, Sunday, or holiday. For purposes of the Quarterly Progress Reports, the quarters shall be as follows: First quarter - October 1 through December 31; Second quarter - January 1 through March 31; Third quarter - April 1 through June 30; Fourth quarter – July 1 through September 30.
- 3.7 County shall use its own procurement procedures for the procurements of property and services, which shall comply with applicable state and local laws and regulations, and all procurement shall be in compliance with all applicable federal laws including, but not limited to, 24 C.F.R. Parts 570.502 and 570.610, and the Procurement Standards set forth in 2 C.F.R. Part 200, Subpart D.

ARTICLE 4 - FUNDING AND METHOD OF PAYMENT AND PROVISIONS RELATING TO THE USE OF THE FUNDS

- 4.1 The total amount of CDBG Funds under this Agreement is Three Hundred Forty-eight Thousand Nine Hundred Fifty-eight Dollars (\$348,958).
- County shall draw down CDBG Funds directly from HUD, through the Integrated Disbursement and Information System (“IDIS”), for payment of CDBG Program eligible expenses including, but not limited to, direct service delivery costs, not to exceed fifteen percent (15%), in accordance with this Agreement, in addition to twenty percent (20%) of the total funding and Program Income (or such amount as described in Exhibit B), for each fiscal year under this Agreement for administration costs related to County’s preparation, implementation, and administration of City’s CDBG Program in City.
- 4.2 City authorizes County to commit, process, pay, and draw down funds for eligible Project expenses incurred as described in Exhibit B, provided that County complies with the terms of this Agreement and the procedures for invoices and payments as set forth in this Article.
- 4.3 Prior to County drawing down any CDBG Funds from HUD, the Contract Administrator or a designee of the Division, shall certify to City, utilizing the form provided in Exhibit D, Certification and Payment Authorization, that the services,

work, activities, or materials being invoiced have been received or completed, as applicable. After City approval, City shall process payments accordingly, shall reimburse County for eligible CDBG expenses, and County shall proceed to draw down funds from HUD for eligible CDBG expenses.

- 4.3.1 County shall retain documentation of costs associated with any County personnel providing any services for the Project.
 - 4.3.2 County shall retain an executed original of each contract with a subcontractor which authorizes services, work, or activities to be performed for the Project.
 - 4.3.3 County shall retain documentation of any leveraging, as described in Exhibit B, Budget, which has occurred during each month.
 - 4.3.4 County shall retain copy of the purchase order or other County document authorizing the services, work, activities, or materials for which it is invoicing.
 - 4.3.5 County shall retain a certified copy of all subcontractor invoices for the Project indicating the services rendered or materials purchased and the dates for same.
 - 4.3.6 Upon completion of Project expenditures and activities for each fiscal year under this Agreement, County shall provide City with a final and complete Quarterly Progress Report, utilizing the form provided in Exhibit C.
- 4.4 County shall expend the CDBG Funds allocated to the Project by the end of the term of this Agreement. All CDBG Funds not expended within the term of this Agreement shall remain in the custody and control of City.
- 4.5 City may suspend County's authorization to implement and administer City's CDBG Program for any of the following events:
- 4.5.1 Ineligible use of CDBG Funds; or
 - 4.5.2 Failure to comply with the terms of this Agreement.

In the event City elects to suspend County's authorization to implement and administer City's CDBG Program, City shall provide notice to County specifying the action(s) that must be taken by County as a condition precedent to resumption of such activities, and should specify a reasonable date for compliance.

- 4.6 Any documentation required by either party under this Agreement shall be furnished to the other party at the respective address provided for "Notices" in Article 11 of this Agreement.

- 4.7 Subcontractors. All subcontractor fees, excluding direct service delivery fees, shall be paid and drawn down by County in the actual amount paid by County.
- 4.8 City shall comply with all applicable affirmative marketing requirements set forth in 24 C.F.R. Part 200.

ARTICLE 5 - LIABILITY

The Parties are state agencies or political subdivisions under Section 768.28, Florida Statutes, and shall be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 6 - INSURANCE

The Parties are state agencies or political subdivisions under Section 768.28, Florida Statutes. Upon request by County, City must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law.

ARTICLE 7 - ASSURANCES AND CERTIFICATIONS

- 7.1 County shall comply with all applicable federal, state and county laws, ordinances, codes, and regulations relating to the use of CDBG Funds including, but not limited to, the Rules and Regulations of HUD. Any conflict or inconsistency between the any federal, state, or county regulations and this Agreement shall be resolved in favor of the more restrictive regulations.
- 7.2 County and City shall each establish safeguards to prohibit its employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other association.
- 7.3 County shall not use CDBG Funds to support or engage in any explicitly religious activities including, but not limited to, worship, religious instruction, or proselytization, as further described in 24 C.F.R. Part 570.200(j) and 24 C.F.R. Part 5.109.
- 7.4 County and City each certify, to the best of its knowledge and belief, that:
- 7.4.1 No federal appropriated funds have been paid or will be paid, by or on behalf of City, to any person for influencing or attempting to influence an officer or

employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

7.4.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, City shall complete and submit to County Standard Form - LLL, "Disclosure Form to Report Lobbying," set forth in Appendix B to 24 C.F.R. Part 87, in accordance with its instructions.

7.4.3 The language of this Section 7.4 shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all subgrantees shall be required to certify and disclose accordingly.

7.5 County and City shall each comply with the requirements set forth in 24 C.F.R. Part 570, Subpart K, Other Program Requirements, and 24 C.F.R. Part 5, Subpart A, as applicable to the Project, including, but not limited to, the following:

7.5.1 Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and implementing regulations at 24 C.F.R. Part 1, which prohibit discrimination of persons on the basis of race, color, or national origin, including, but not limited to, exclusion from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity for which City receives federal financial assistance.

7.5.2 Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.), and implementing regulations at 24 C.F.R. Part 100 et seq., which prohibit discrimination of persons on the basis of race, color, religion, sex, and national origin in housing practices.

7.5.3 Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing Programs) and implementing regulations at 24 C.F.R. Part 107.

7.5.4 Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and the implementing regulations at 24 C.F.R. Part 146, which prohibit discrimination of persons on the basis of age under any program, or activity for which City receives federal financial assistance.

- 7.5.5 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 C.F.R. Part 8, which prohibit discrimination of qualified individuals with disabilities in participating in, or receiving benefits and services under any program or activity for which City receives financial federal assistance.
- 7.5.6 Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.), which requires certain federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped persons.
- 7.5.7 Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibits discrimination of individuals on the basis of race, color, sex, national origin, religion, or age.
- 7.5.8 Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u, and the implementing regulations at 24 C.F.R. Part 135, as applicable), which provides for training, employment, contracting, and other economic opportunities for low and very low-income persons.
- 7.5.9 The disclosure requirements and prohibitions set forth in 31 U.S.C. 1352 and implementing regulations set forth in 24 C.F.R. Part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.).
- 7.5.10 The prohibitions set forth in 2 C.F.R. Part 2424 relating to the use of debarred, suspended, or ineligible contractors and participants.
- 7.5.11 The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and the implementing regulations set forth in 2 C.F.R. Part 2429.
- 7.5.12 The Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4852d) and the implementing regulations set forth in 24 C.F.R. Part 35, if applicable.
- 7.6 County and City shall each comply with the recordkeeping and reporting requirements under this Agreement, 24 C.F.R. Part 570 (including 24 C.F.R. Part 570.502, 24 C.F.R. Part 570.506, and 24 C.F.R. Part 570.507), 2 C.F.R. Part 200, and 24 C.F.R. Part 5.168, as applicable, to enable City to comply with its recordkeeping and reporting requirements set forth in 24 C.F.R. Part 570.
- 7.7 In addition to the reversion of assets requirements set forth in Section 8.6, property, equipment, and supplies acquired with CDBG Funds provided under this Agreement, and no longer needed for the originally authorized purpose, shall be disposed of by City in the manner authorized by the Division Director after County

has requested disposition instructions.

- 7.8 County and City shall each comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 32) if CDBG Funds expended under this Agreement exceed One Hundred Thousand Dollars (\$100,000).
- 7.9 County and City shall each comply with the mandatory standards and policies relating to energy efficiency set forth in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Statute 871).
- 7.10 In addition to the audit rights, and retention of records requirements set forth in Section 12.3, and only during the term of this Agreement, County shall provide City, HUD, and the Comptroller General of the United States, through any of their duly authorized representative, access to any books, documents, papers, and records of City, or its subcontractors providing Project services under this Agreement, which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The rights of access granted under this Section 7.10 shall not be limited to the required retention of records period set forth in Section 12.3, and shall remain in effect for as long as the records are retained.
- 7.11 In accordance with Section 519 of the 1990 HUD Appropriations Act (Public Law 101-140) and Section 906 of the National Affordable Housing Act of 1990, which amended Title I of the Housing and Community Development Act of 1974, City certifies that it has adopted and is enforcing policies within its jurisdiction that:
 - 7.11.1 Prohibit the use of excessive force by law enforcement agencies against any individuals engaged in non-violent civil rights demonstrations; and
 - 7.11.2 Enforce applicable State and local laws that prohibit any action that physically bars an entrance to or exit from, a facility or location where a non-violent civil rights demonstration is being conducted.
- 7.12 County shall comply with the following Section 3 clause requirements verbatim, if applicable, set forth in 24 C.F.R. Part 135.38, and in accordance with the provisions under 24 C.F.R. Part 135:
 - 7.12.1 The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to

the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- 7.12.2 The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the Parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- 7.12.3 The contractor agrees to send to each labor organization or representative of workers with which contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 7.12.4 The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- 7.12.5 The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. Part 135.
- 7.12.6 Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- 7.12.7 With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest

extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

- 7.13 County shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in the United States Department of Labor regulations at 29 C.F.R. Part 3.
- 7.14 In addition to the equal employment opportunity requirements set forth in Section 12.1, County shall comply with, as applicable, Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

ARTICLE 8 - FINANCIAL RESPONSIBILITY

- 8.1 County and City shall each comply with the requirements, standards, and the applicable provisions set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards."
- 8.2 In accordance with 2 C.F.R. Part 2400.101, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth in 2 C.F.R. Part 200 are applicable to the CDBG Funds under this Agreement. In accordance with 2 C.F.R. Part 200.101(b)(3), with the exception of the requirements set forth in 2 C.F.R. Part 200, Subpart F, Audit Requirements, in the event any provision of Federal statutes or regulations relating to the CDBG Program differs from the provisions set forth in 2 C.F.R. Part 200, the provision of the Federal statutes or regulations shall govern. County and City shall each comply with the audit requirements set forth in 2 C.F.R. Part 200, Subpart F, "Audit Requirements," and Chapter 10.550 Rules of the Auditor General, State of Florida, as applicable.
- 8.3 County shall use CDBG Funds only for eligible Project activities and expenses specifically outlined in this Agreement.
- 8.4 In addition to City's right to terminate this Agreement in accordance with Article 10, County shall be required to repay to City, any CDBG Funds determined by HUD to be ineligible for reimbursement under the terms of this Agreement including, but not limited to, in the following events:

- 8.4.1 Use of any CDBG Funds for ineligible Project expenses or activities.
- 8.4.2 Any CDBG Funds expended by County, or any of its subcontractors, in violation of this Agreement.
- 8.4.3 Failure to complete the Project in a manner that complies with the national objective(s) described in this Agreement.

In the event County is required to repay City any CDBG Funds pursuant to this Section 8.4, County shall repay such funds from nonfederal resources within a reasonable period of time. This provision shall survive the expiration or earlier termination of this Agreement.

- 8.5 Reserved.
- 8.6 Real Property; Reversion of Assets. Upon the expiration or earlier termination of this Agreement, City shall comply with the requirements under 24 C.F.R. Parts 570.503 and 570.505, as applicable.
 - 8.6.1 Any real property under City's control that was acquired or improved, in whole or in part, with CDBG Funds in excess of \$25,000 shall be used to meet one of the CDBG National Objectives set forth in 24 C.F.R. Part 570.208 for a minimum of five (5) years after expiration or earlier termination of this Agreement.
- 8.7 Disposition of Equipment. City shall comply with requirements for use and disposition of equipment acquired in whole, or in part, with CDBG Funds under this Agreement in accordance with 2 C.F.R. Part 200.313; however, pursuant to 24 C.F.R. Part 570.502(8), if equipment is sold, the proceeds shall be program income.

ARTICLE 9 - TERM OF AGREEMENT

The term of this Agreement shall commence retroactively to September 1, 2020, and continue through August 31, 2022, unless terminated earlier or extended pursuant to the terms of this Agreement. County may submit a written request for an extension to the term of this Agreement to the Designated Representative no less than ninety (90) days prior to the expiration date. If the Designated Representative approves an extension to the term of this Agreement, the Parties shall enter into an amendment as provided in Section 12.15.

ARTICLE 10 - TERMINATION

- 10.1 This Agreement is subject to the availability of CDBG funding from HUD. In the event HUD provides notice to City that it is terminating, suspending, discontinuing, or substantially reducing the CDBG funding for the Project activity under this

Agreement, City may terminate this Agreement upon County's receipt from City of notice consistent with HUD's notice to City. City shall be the final authority as to the availability of CDBG Funds.

- 10.2 Termination for Cause. This Agreement may be terminated for cause by either party for failure of the other party to comply with any terms under this Agreement if such party in breach has not corrected the breach within ten (10) days after receipt of written notice from the non-breaching party identifying the breach. Any notice of termination provided by either party pursuant to this section shall also provide the other party with an opportunity to appeal the action within five (5) days of receipt of the notice of termination. A copy of the terminating party's appeal process shall be attached to the notice.
- 10.3 Termination for Convenience. This Agreement may be terminated for convenience by either party, which termination date shall be not less than thirty (30) days after the date of such written notice. Termination for convenience for County shall be by the Board. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 10.4 In the event this Agreement is terminated for any reason, County will be entitled to draw down funding from HUD as provided in Article 4 for documented and committed eligible Project expenses in accordance with the terms of this Agreement and Exhibit B, Budget, incurred by County prior to the effective date of termination of this Agreement. For purposes of this Agreement, documented and committed eligible Project expenses means any verifiable committed expense including, but not limited to, a Purchase Order for payment of materials and supplies, executed by County or a subcontractor on County's behalf, for Project activities under this Agreement. However, County shall not encumber any CDBG Funds under this Agreement after either party provides written notice of termination to the other party.
- 10.5 Notice of suspension or termination of this Agreement shall be provided in accordance with Article 11, Notices, except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with Article 11.

ARTICLE 11 - NOTICES

In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each

with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section. All documentation or payments required to be provided under this Agreement shall also be made at the address provided in this Article

FOR COUNTY:

Ralph Stone, Director
Broward County Housing Finance and Community Redevelopment
Division
110 N.E. 3rd Street - Third Floor
Fort Lauderdale, Florida 33301
Email address: rstone@broward.org

FOR CITY:

City of Coconut Creek
Attention: City Manager, Karen Brooks
4800 W. Copans Road
Coconut Creek, Florida 33063
Email address: kbrooks@coconutcreek.net

ARTICLE 12 - MISCELLANEOUS

- 12.1 Equal Employment Opportunity. No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.
- 12.2 Public Records. The Parties shall comply with all applicable requirements of Chapter 119, Florida Statutes, including the requirements of Section 119.0701.
- 12.3 Audit Rights and Retention of Records. City shall have the right to audit the books, records, and accounts of County and its subcontractors that are related to this Agreement. County and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance thereunder. All books, records, and accounts of County and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, County, or its subcontractor, as applicable, shall make same available at no cost to City in written form.

Consistent with the records retention period set forth in 24 C.F.R. Part 570.502,

County and its subcontractors shall preserve and make available, at reasonable times for examination and audit by City, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum of four (4) years after submission of the last or final expenditure report for the funding period associated with the term of this Agreement, or until resolution of any audit findings, whichever is longer. County audits and inspections pursuant to this section may be performed by any City representative (including any outside representative engaged by City). City reserves the right to conduct such audit or review at County's place of business, if deemed appropriate by City, with seventy-two (72) hours' advance notice.

County shall ensure that the requirements of this section are included in all agreements with its subcontractors performing services for the Project.

- 12.4 Independent Contractor. The Parties are independent contractors under this Agreement and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing any work, services, or activities under this Agreement, neither party nor its agents shall act as officers, employees, or agents of the other party. Neither party shall have the right to bind the other party to any obligation not expressly undertaken by that party under this Agreement.
- 12.5 Third Party Beneficiaries. Neither party intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and no third party shall be entitled to assert a claim against either of them based upon this Agreement.
- 12.6 Assignment. Neither this Agreement nor any right or interest herein may be assigned by County without the prior written consent of City. If County violates this provision, City shall have the right to immediately terminate this Agreement.
- 12.7 Conflict of Interest. City and County shall each comply with the requirements of 24 C.F.R. Part 570.611 relative to the Conflict of Interest provisions. Any possible conflicting interest on the part of either party, its officers, employees, or agents, as applicable, shall be disclosed in writing to the other party in accordance with the "Notices" provision in Article 11 of this Agreement.
- 12.8 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an

authorized signatory of the waiving party.

- 12.9 Compliance with Laws. Each party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations, including the Rules and Regulations of HUD, and any related federal, state, or local laws, rules, and regulations.
- 12.10 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.
- 12.11 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either party.
- 12.12 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.
- 12.13 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 12 of this Agreement, the provisions contained in Articles 1 through 12 shall prevail and be given effect. If there is a conflict between any provisions set forth in this Agreement and a more stringent state or federal provision which is applicable to this Agreement, the CDBG Funds, or the Project, the more stringent state or federal provision shall prevail.
- 12.14 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL**

LITIGATION RELATED TO THIS AGREEMENT.

- 12.15 Amendments. The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and City. The County Administrator is hereby authorized to execute amendments that extend the term of the Agreement or that change the Project, so long as the Project, as amended, consists of eligible activities under 24 C.F.R. Part 570.
- 12.16 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.
- 12.17 Incorporation by Reference. Any and all recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached exhibits are incorporated into and made a part of this Agreement. The Rules and Regulations of HUD and any other HUD regulations addressed in this Agreement which are not specifically identified in the definition contained in Section 1.14 herein shall be deemed incorporated herein by reference.
- 12.18 Survival. Either party's right to monitor, evaluate, enforce, audit, and review, any obligations to indemnify and insure, any assurances and certifications, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement. Any provision of this Agreement which contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be enforceable.
- 12.19 Force Majeure. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to

terminate this Agreement.

12.20 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

12.21 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

12.22 Payable Interest.

12.22.1 Payment of Interest. County shall not be liable to pay any interest to City for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof City waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This paragraph shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

12.22.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

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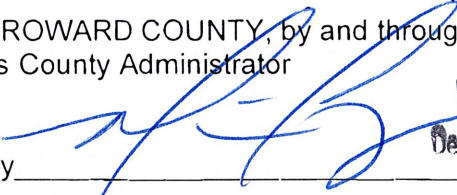
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, signing by and through its County Administrator, authorized to execute same by Board action on the 20th day of October, 2020, (Agenda Item No. 39), and CITY OF COCONUT CREEK, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same.

COUNTY

WITNESSES:


Signature TAMARA BRANNON


Signature Christina Daly

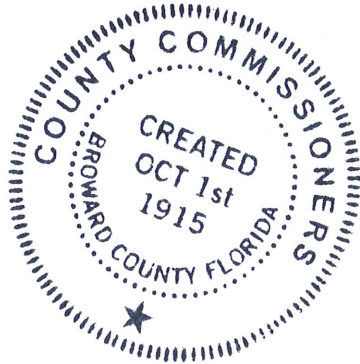
BROWARD COUNTY, by and through
its County Administrator

By Monica Cepero
Deputy County Administrator

20th day of October, 2019

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By ALICIA C. LOBEIRAS
Digitally signed by ALICIA C. LOBEIRAS
Date: 2020.10.21 16:28:09 -04'00'
Alicia C. Lobeiras (Date)
Assistant County Attorney

By Annika E. Ashton
Digitally signed by Annika E. Ashton
Date: 2020.10.21 16:33:05 -04'00'
Annika E. Ashton (Date)
Deputy County Attorney



ACL
Coconut Creek ILA FY17-19.doc
08/17/2020
#525197v2

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF COCONUT CREEK PROVIDING FOR ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM (FY 2017-2018, 2018-2019, AND 2019-2020)

CITY

ATTEST:

CITY OF COCONUT CREEK

By: Leslie Wallace May
Leslie Wallace May, City Clerk

(SEAL)

By: Louis Sarbone
Louis Sarbone, Mayor

27th day of August, 2020

By: Karen M. Brooks
Karen M. Brooks, City Manager

27 day of August, 2020

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

By: Terrill C. Pyburn
Terrill C. Pyburn, City Attorney

**EXHIBIT A
PROJECT DESCRIPTION**

I. Eligible Activities.

County will implement City's Community Development Block Grant (CDBG) Consolidated Plan, annual CDBG Action Plan, and Consolidated Annual Performance and Evaluation Report (CAPER). The following CDBG Program eligible activities may be implemented by County as determined by City:

a. Minor Home Repair

This activity will provide repairs necessary to provide safe and decent housing and preserve City's affordable housing stock, and may include, but is not limited to, exterior improvements to and/or replacement of housing components such as roof, windows, doors, air conditioning, or emergency repairs, and are considered eligible activities qualified under 24 C.F.R. Part 570.202.

b. Purchase Assistance

This activity will assist eligible first-time homebuyers with a deferred payment loan to be applied towards the costs of purchasing existing or newly constructed eligible affordable housing. Eligible costs shall include down payment, closing costs, mortgage buy down, housing rehabilitation, and such other costs associated with purchasing a home which are considered eligible activities under 24 C.F.R. Part 570.201(n).

c. Foreclosure Prevention

This activity will provide qualified homeowners the opportunity to avoid foreclosures and retain their homes, and is designed to assist households that need immediate financial assistance to stop their homes from being foreclosed, or sold for non-payment of taxes or homeowners association assessments, and are considered eligible activities under 24 C.F.R. Part 570.201(e).

d. Public Facility/Infrastructure

This activity will provide improvements to public parks and/or infrastructure including, but not limited to, water and sewer connections, and are considered eligible activities under 24 C.F.R. Part 570.201(c), as they benefit low- and moderate-income persons under 24 C.F.R. Part 570.208(a)(1), Area Benefit Activities.

e. Program Administration and Planning

This activity will provide administrative services relating to general management, oversight, coordination, and implementation of the various programs and activities. This activity allows for planning activities to benefit City's low- and moderate-income areas and to undertake fair housing activities, as applicable. This activity is intended to benefit low- and

moderate-income persons and is an eligible activity under 24 C.F.R. Part 570.206.

II. MANAGEMENT SERVICES

In addition to implementing the eligible activities for City as described in Section I. above, County will administer and monitor City's Program compliance and consolidated implementation including, but not limited to, the following management services and actions:

- a. Prepare, and update as needed, an annual calendar of events and reporting dates for the Program (e.g., annual report deadlines, financial transaction reports, labor standards reports, community meetings, public notices, and public hearings).
- b. Develop CDBG Annual Action Plans including organizing, scheduling, and coordinating citizen participation and commission workshops.
- c. Assist with the preparation of the 5-year CDBG Consolidated Plan (additional costs applicable).
- d. Establish and update the Program guidelines for each funded activity, as needed.
- e. Establish and maintain a file system for compliance with record keeping requirements under 24 C.F.R. Part 570.
- f. Establish and implement HUD's Integrated Disbursement and Information System (IDIS) for City; review and implement financial, administrative and bookkeeping requirements; and coordinate billings, purchasing, reimbursements, and check requests.
- g. Manage and supervise day-to-day operation of the Program and funded activities.
- h. Monitor Program activities and prepare quarterly progress reports.
- i. Process loans/grants associated with the applicable Program funded activities.
- j. Review all necessary or appropriate agreements for compliance with applicable Program requirements.
- k. Prepare appropriate documents including, but not limited to, applications, compliance check lists, and certifications, as required.

- l. Conduct income certifications including, but not limited to, reviewing applicants' files in order to make such certifications.
- m. Determine eligibility of Program participants.
- n. Coordinate any site-specific environmental review process required for the Project activities to be implemented for each specific Program activity.
- o. Conduct actual on-site and in-house housing inspections and assist in the preparation of project specifications and work orders.
- p. Monitor and enforce all applicable civil rights and anti-discrimination laws, fair housing choice, equal employment opportunity, anti-displacement and relocation assistance, removal of architectural barriers, and other Program requirements enumerated and described under 24 C.F.R. Part 570, Subpart K.
- q. Monitor and enforce labor standards for compliance with Davis Bacon Act requirements and Section 3 requirements, if applicable. This includes federal requirements for bid packages, weekly payroll review, site visits, and interviews, as necessary.
- r. Attend Pre-bid and Pre-construction meets as applicable to ensure compliance with the Federal requirements.
- s. Implement the recommended actions identified in City's Analysis of Impediments to Fair Housing Choice.
- t. Coordinate responses to inquiries from City's residents about the Program and funded activities.
- u. Attend appropriate meetings; handle phone calls with applicants, contractors, property owners, lenders, and City staff, as reasonably requested by the Designated Representative.
- v. Prepare the Consolidated Annual Performance and Evaluation Report (CAPER) for the applicable CDBG program year.
- w. Ensure compliance with reporting and application submission deadlines and requirements for the Program and funded activities.
- x. Ensure that Program funds are expended in a timely manner.

III. City's Responsibilities.

- a. City shall conduct the citizen participation necessary for preparation of the

CDBG Annual Action Plan with County's assistance.

- b. City shall continue to conduct the marketing for all housing and public service activities, as applicable.
- c. City will prepare any bid specifications, drawings, RFP packages, conduct the bidding, etc., with relation to all public infrastructure projects.
- d. City will process programmatic/project changes and/or amendment requests in a timely manner to assist the County in ensuring funds are expended in a timely manner.
- e. City shall continue to provide County with the necessary documentation including, but not limited to, maps and demographics for data and analysis, as needed.
- f. City will facilitate location and any necessary equipment, etc. to conduct client interviews and related project meetings.
- g. City shall review and approve each Exhibit D, Certificate and Payment Authorization Form submitted by County and process payment to County in a timely manner.

(The remainder of this page is intentionally left blank.)

EXHIBIT B

BUDGET

FUNDING SOURCE BUDGET	PROGRAM
FY 2017	
CDBG FY 2017 \$0	Housing Rehabilitation
CDBG FY 2017 \$41,689	Purchase Assistance
CDBG FY 2017 \$4,613	Planning and Administration
FY 2018	
CDBG FY 2018 \$0	Housing Rehabilitation
CDBG FY 2018 \$117,038	Purchase Assistance
CDBG FY 2018 \$12,488	Planning and Administration
FY 2019	
CDBG FY 2019 \$0	Housing Rehabilitation
CDBG FY 2019 \$92,002.40 + \$24,000 (Program PI) \$116,002.40 Total	Purchase Assistance
CDBG FY 2019 \$51,128 + \$6,000 (PI Admin) \$57,128 Total	Planning and Administration
GRAND TOTAL OF ESTIMATED PROJECT BUDGETS:	
\$0 \$274,729 \$74,229	Housing Rehabilitation Purchase Assistance Planning and Administration

BUDGET NARRATIVE:

The maximum amount of CDBG Funds allocated to City under the Agreement for administration of the Project by County shall be Three Hundred Forty-eight Thousand Nine Hundred Fifty-eight Dollars (\$348,958).

In the event HUD amends the annual CDBG funding allocation to City, County shall amend City's allocation proportionately.

FY 2017

Purchase Assistance - \$41,689 of CDBG funds will be allocated towards eligible costs, to include direct service delivery costs, to assist a minimum of One (1) Eligible households at a maximum of \$40,000 each, with homeownership activities to include Down payment, closing costs and/or principal write-downs, etc.

Planning and Administration - \$4,613 of CDBG funds will be allocated towards the planning and administration of the CDBG funds. This will include assistance with IDIS, Beneficiary data, draw downs, and Amendments when necessary (any related advertisement expenses not included).

FY 2018

Purchase Assistance - \$117,038 of CDBG funds will be allocated towards eligible costs, to include direct service delivery costs, to assist a minimum of Two (2) Eligible households at a maximum of \$40,000 each, with homeownership activities to include Down payment, closing costs and/or principal write-downs, etc.

Planning and Administration - \$12,488 of CDBG funds will be allocated towards the planning and administration of the CDBG funds. This will include assistance with IDIS, Beneficiary data, draw downs, and Amendments when necessary (any related advertisement expenses not included).

FY 2019

Purchase Assistance - \$116,002.40 of CDBG funds will be allocated towards eligible costs, to include direct service delivery costs, to assist a minimum of Two (2) Eligible households at a maximum of \$40,000 each, with homeownership activities to include Down payment, closing costs and/or principal write-downs, etc.

Planning and Administration - \$57,128 of CDBG funds will be allocated towards the planning and administration of the CDBG funds. This will include assistance with IDIS, Beneficiary data, draw downs, and Amendments when necessary (any related advertisement expenses not included).

*Maximum assistance level subject to change.

EXHIBIT C
QUARTERLY PROGRESS REPORT

Period Covered: _____ to _____ Date of Report: _____

A. Project Information.

Agency Name:	
Person Preparing the Report:	
Signature and Title:	
Project Funding Year, Title and IDIS Activity Number:	
Project Start-Up Date:	
Project Completion Date:	
Amended Completion Date:(if applicable)	

B.1 Project Cost.

	<i>Budget</i>	<i>Total Expenditures Up to Last Billing</i>	<i>Total Expenditures this Billing</i>	<i>Funds Expended To Date</i>	<i>Percentage</i>
Total Project	\$	\$	\$	\$	%
				\$	%

CDBG Funds	\$	\$	\$		
Other Funding (specify source below)	\$	\$	\$	\$	%

B.2 Declaration of Agency Budget Changes.

Program Income/Recapture: _____

Source of Program Income/Recapture: _____

B.3 Other Grant Awards.

Date(s): _____ Dollar Amount _____

Funding Source _____

B.4 Percent of Project Completed to date. _____%

C. 1 Describe specific work tasks and qualified accomplishments completed this quarter:

<u>Work Tasks</u>	<u>Status (i.e., underway, pending, completed)</u>

C.2 **Describe success or problems encountered with the Project:**

C.3 **Anticipated problems or concerns with the Project:** Please identify technical assistance needed and/or requested from the Housing Finance and Community Redevelopment Division staff.

C.4 **Anticipated advertisements and/or other contractual services:** If applicable, has the Housing Finance and Community Redevelopment Division staff been advised and appropriate steps taken to assure compliance?

D. **Program Objectives:**

Work Tasks	Projected Yearly Total/ Performance	Monthly Progress	Progress Yr-To-Date	Supporting Documentation

DIRECT BENEFIT REPORT FORM

Please specify total number of persons or households (as applicable) assisted/served since execution of the Agreement.

Broward County Purchase Assistance Tracking										
Subgrantee:										
Accomplishment Period:										
IDIS Activity	HOME Funding	First Name	Last Name	Street Address	City	County	Zip Code			
Summary Narrative	Energy Star Y/N	504 Y/N	Period of Affordability	Lead Paint: Year Built	Lead Paint Remediation	FHA Insured Y/N	Counseling Type	First Time Homebuyer Y/N	From Public Housing	Housing Assistance Type
Purchase Price	HOME DPA Amount	Other Subsidies	Other Subsidies Amount	Purchaser Cash	Private Loan Amount					
Bedrooms	Occupant	% Median Income	Hispanic/Latino	Race	Household Size	Type	Assistance Type			

HOMEOWNER REHABILITATION

Broward County Homeowner Rehab Tracking
Subgrantee:

Accomplishment Period:												
IDIS Activity Number	HOMF Funding Year	First Name	Last Name	Street Address	City	County	Zip Code	Date Project Completed				
Summary Narrative	Property Type	Total Completed Units	HOMF Assisted Units	Units Qualified as Energy Star, Total	Units Qualified as Energy Star, HOMF	Section 504 Accessible Units, HOMF	Section 504 Accessible Units, HOMF	Applicable Lead Paint Requirement	Lead Hazard Remediation Account	DHA Insured	Value After Rehab \$	
HOMF FUND (Including PI) Form of Grant \$	Deferred Payment Loan \$	Other \$	Total \$	Public Funds Form of Assistance Other Federal Fund Type and Year	Public Funds Form of Assistance Other Federal Fund Type and Year	State and Local Funds \$	Tax Exempt Bond Proceeds \$	Total \$	Private Funds Form of Assistance Private Loans \$	Cash Contributions \$	Private Grants \$	Total \$
												ACTIVITY TOTALS: All Funds Disbursed
Unit Number	Number of Bedrooms	Occupant	% Median Income	Hispanic or Latino	Race	Household Size	Household Type	Assistance Type	Total Monthly Rent \$			

Broward County Housing Finance Community Redevelopment Division
110 NE 3rd Street
Fort Lauderdale, FL 33301
(954) 357-4900

EXHIBIT D
CERTIFICATION AND PAYMENT AUTHORIZATION FORM

Date: _____
To: City _____
Address _____
City, FL Zip Code _____
Payment Authorization #: _____
Recipient Name & Address: _____

Pursuant to the terms of the Agreement between Broward County ("County") and _____ ("City"), dated _____, the City authorizes the County to draw down funds for the following activity(ies), as more specifically described herein and in Exhibit A to the Agreement:

- () Direct client subsidy/Construction Cost \$ _____
 - () Direct client subsidy/Down Payment Assistance Cost \$ _____
 - () Direct Service Delivery Cost \$ _____
 - () Administration Cost \$ _____
- Grand Total: \$ _____

Description of Work/activities, Time for Performance, and Guaranteed Maximum Amount of Compensation [Add additional page(s), if necessary]:

City: Signature: _____ Date: _____

Print: _____ Title: _____

County: Signature: _____ Date: _____

Print: _____ Title: _____

Certification: County certifies that this billing is correct and just and based upon obligations of record for this project; that the work and services are in accordance with agreement between County and City, including any amendments thereto; and that the progress of the work and services under the Agreement are satisfactory and are consistent with the amount billed.